AM20 - Texas A&M Veterinary Medical
Purchase Order

Purchase Order Number
AM20-16-P014104

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

Vendor Number: 00046227
Bruker Daltonics Inc
40 Manning Rd
Billerica, MA 018213915

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

TVMDL-COLLEGE STATION LAB
CS - Bacteriology
1 SIPPEL ROAD
TAMU 4471
COLLEGE STATION, TX 778434471
USA
Email: TVMDLAacct@tvmdl.tamu.edu
(979) 845-3414

TVMDL-BILLING
P. O. DRAWER 3040
TAMU 4471
COLLEGE STATION, TX 778413040
USA
Email: TVMDLAacct@tvmdl.tamu.edu
(979) 458-3245

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Solicitation (Bid) No.: 

Item # 1
Class-Item 938-63

One Year Maintenance Agreement for MALDI Biotyper System (Microflex LT based MS hardware)
Serial Number 269944.00900
Dates of Service: February 25, 2016 - February 24, 2017
DAL00279US Contract Complete Care Includes:
- Two preventive maintenance visits (PM) on site per contract period, additional PM visits will be billed at current travel and time charges
- Unlimited parts and onsite visits
- Technical service support during normal business hours
- Software upgrades will be supplied free of charge, written software that does not require any hardware or data system upgrades

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>$ 20,620.00</td>
<td>EA</td>
<td>0.00 %</td>
<td>$ 0.00</td>
<td></td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 20,620.00</td>
</tr>
</tbody>
</table>
ITEM # 2

TERMS AND CONDITIONS OF PURCHASE AS NOTED AT THE BOTTOM OF THIS PURCHASE ORDER, VENDOR’S ACCEPTANCE IS SUBJECT TO THE AGENCY’S TERMS AND CONDITIONS. ALSO SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THE VENDOR’S CONTRACT FORM AND THE AGENCY’S EXCEPTIONS TO THESE TERMS AND CONDITIONS AS ESTABLISHED WITHIN THE CONTRACT ADDENDUM FORM TO VENDOR’S CONTRACT. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR.

INFORMATION AVAILABILITY:
THE VENDOR IS REQUIRED TO MAKE ANY INFORMATION CREATED OR EXCHANGED WITH THE STATE PURSUANT TO THIS CONTRACT, AND NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER THE TEXAS PUBLIC INFORMATION ACT, AVAILABLE IN A FORMAT THAT IS ACCESSIBLE BY THE PUBLIC AT NO ADDITIONAL CHARGE TO THE STATE.

TERMS OF PAYMENT: NET 30 DAYS AFTER RECEIPT OF CORRECT INVOICE.

PAYMENT TYPE: ONE TIME ANNUALLY

UNACCEPTABLE PERFORMANCE BY VENDOR MAY BE CAUSE FOR CANCELLATION IF DEEMED NECESSARY BY TEXAS A&M AGRILIFE INSURANCE


REFERENCE QUOTE # QUO-25046-W7W9P8.0

ORIGINAL EQUIPMENT PURCHASED ON P420029

| TAX:         | $ 0.00 |
| FREIGHT:     | $ 0.00 |
| TOTAL:       | $20,620.00 |

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes. State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised, Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED
By: ALLANA (NOEL) MASON
Phone#: (979) 845-4513
BUYER
Quote No.: QUO-25046-W7W9P8.0

Microbiology Branch Chief  
Amy Swinford  
Texas A&M University  
Texas Veterinary Medical Diagnostic Laboratory  
College of Veterinary Medicine  
Drawer 3040  
College Station, TX 77841

Phone (979) 845-3414  
aswinford@tvmdl.tamu.edu

Bruker Daltonics Inc.  
40 Manning Road  
Billerica, MA, 01821 USA  
Phone (1) 978 663-3660  
Fax (1) 978 667-5963  
www.bdal.com

---

**Quote**

**TAMU Vet Lab_269944.00900_2016**

<table>
<thead>
<tr>
<th>Quote No.</th>
<th>QUO-25046-W7W9P8.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote Date:</td>
<td>08-Jan-2016</td>
</tr>
<tr>
<td>Quote Expires:</td>
<td>31-Mar-2016</td>
</tr>
<tr>
<td>Our Reference:</td>
<td>Renew</td>
</tr>
</tbody>
</table>

**Contract Term:** 25-Feb-2016 - 24-Feb-2017

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Part No.</th>
<th>Description</th>
<th>Qty</th>
<th>Sum Price USD</th>
</tr>
</thead>
</table>

**SYSTEM 269944.00900 SERVICE OPTIONS**

**OPTION #1 COMPLETE CARE PRIORITY PLUS**

**SERIAL NUMBER:** 269944.00900

1. **DAL09271US**
   - Contract Complete Care - Priority Plus
   - Complete CARE- Priority Plus- Maintenance Agreement for MALDI Biotyper System (Microflex LT based MS hardware)
   - "Complete CARE - Priority Plus" Service Agreement with a term of one year period providing for:
     - 2 preventive maintenance visits (PM) on site per contract period additional PM visits will be billed at current travel and time charges
     - Unlimited Parts and onsite visits (include travel and zone fees) Monday thru Friday
     - 24 business hours on site after diagnosis
     - Depot unit available for next day shipping in case of long downtime.
     - 800 Hotline for non-technical support during normal business hours 9AM till 5PM EST Mon thru Friday
     - Technical support hotline outside normal business hours 5PM-12AM EST weekdays, 9AM -9PM EST on weekends and holidays.
     - PC, Monitor and Printer coverage (includes up to full replacement)
     - Saturday on site support
<table>
<thead>
<tr>
<th>Item</th>
<th>Part No.</th>
<th>Description</th>
<th>Qty</th>
<th>Sum Price USD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note:
- Bruker will supply free of charge software upgrades to Bruker written software that does not require any hardware or data system upgrades.
- Not included are: Robotics, Generators, UPS as well as chemicals, calibration kits and other consumables (Targets, etc.)
- Data system (PC, Monitor, Printer) are not covered after warranty period
- In the event the customers performs his own cleaning or service of the instrument without the written consent of Bruker Daltonics Inc this could be considered breach of the service contract and the contract can be voided.

"Dear customer our first line of support for your instrument is via a Webex remote session. If your instrument does not allow for remote access via Webex the response and/or repair time can or will be delayed due to the lack of remote diagnostic capabilities."

each: 32,980.00 USD

Subtotal (Option #1 Complete CARE Priority Plus): 32,980.00

**OPTION #2 COMPLETE CARE PRIORITY**

**SERIAL NUMBER: 269944.00900**

2 DAL09272US Contract Complete Care - Priority

Complete CARE-Priority - Maintenance Agreement for MALDI Biotyper System (Microflex LT based MS hardware)

"Complete CARE - Priority Agreement with a term of one year period providing for:
- 2 preventive maintenance visits (PM) on site per contract period additional PM visits will be billed at current travel and time charges
- Unlimited Parts and onsite visits (include travel and zone fees) Monday thru Friday
- 24 business hours on site after diagnosis
- Depot unit available for next day shipping in case of long downtime.
- 800 Hotline for apps/technical service support during normal business hours 9AM till 5PM EST Mon thru Friday
- Technical support hotline outside normal business hours 5PM-12AM EST weekdays, 9AM -9PM EST on weekends and holidays.

Please Note:
- Bruker will supply free of charge software upgrades to Bruker written software that does not require any hardware or data system upgrades.
- Data system coverage (PC, monitor, printer) only offered for the first 12 months after the standard system warranty (typ.) has expired.
- Not included are: Robotics, Generators, UPS as well as chemicals, calibration kits and other consumables (Targets, etc.)
- Data system (PC, Monitor, Printer) are not covered after warranty period
- In the event the customers performs his own cleaning or service of the instrument without the written consent of Bruker Daltonics Inc this could be considered breach of the service contract and the contract can be voided.

"Dear customer our first line of support for your instrument is via a Webex remote session. If your instrument does not allow for remote access via Webex the response and/or repair time can or will be delayed due to the lack of remote diagnostic capabilities."

each: 26,810.00 USD

Subtotal (Option #2 Complete CARE Priority): 26,810.00

**OPTION #3 COMPLETE CARE**

**SERIAL NUMBER: 269944.00900**

Page 2(8)
<table>
<thead>
<tr>
<th>Item</th>
<th>Part No.</th>
<th>Description</th>
<th>Qty</th>
<th>Sum Price USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>DAL00279US</td>
<td>Contract Complete Care</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Complete CARE - Maintenance Agreement for MALDI Biotyper System (Microflex LT based MS hardware)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;Complete CARE&quot; Service Agreement with a term of one year period</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>providing for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 2 preventive maintenance visits (PM) on site per contract period</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>additional PM visits will be billed at current travel and time charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Unlimited Parts and onsite visits (include travel and zone fees)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Monday thru Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 48-72 business hours on site after diagnosis</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 800 Hotline for apps/technical service support during normal business hours 8AM till 5PM EST Mon thru Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Technical support hotline outside normal business hours 5PM-12AM EST weekdays, 9AM -5PM EST on weekends and holidays</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note:
- Bruker will supply free of charge software upgrades to Bruker written software that does not require any hardware or data system upgrades.
- Data system coverage (PC, monitor, printer) only offered for the first 12 months after the standard system warranty (1y) has expired.
- Not included are, Robotics, Generators, UPS as well as chemicals, calibration kits and other consumables (Targets,etc.) Data system (PC, Monitor, Printer) are not covered after warranty period.
- In the event that the customers performs his own cleaning or service of the instrument without the written consent of Bruker Daltonics Inc this could be considered breach of the service contract and the contract can be voided.
- Bruker's first line of support for your instrument is via a WebEx remote session. If your instrument does not allow for WebEx remote access the response time and/or repair time may be delayed.

    each: 20,620.00 USD

Subtotal (Option #3 Complete CARE): 20,620.00

Subtotal (SYSTEM 269944.00900 SERVICE OPTIONS): 80,410.00

This offer may be subject to credit check results.
Terms and Conditions

Terms of Payment:

100% upon order.
We cannot grant any early payment discount.
Title to goods remains with the supplier until payment in full is received.

Export:
Customer understands that exports and re-exports of Bruker products and any related software, technical data, service, or technical assistance (individually, an “item” and, collectively, the “items”) are subject to U.S. and foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, “Export Control Laws”). In addition to any other remedy it may have, Bruker may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any item if (a) Bruker has not received all export-related documentation requested by Bruker, including end-user certificates, (b) Bruker has not received the governmental approvals that Bruker deems to be required, or (c) Bruker believes that such activity may violate any Export Control Laws or Bruker’s own compliance policies. Customer shall only use the items for non-military, peaceful purposes. Customer shall not export, re-export or otherwise transfer or provide any item in contravention of any Export Control Law or any end-user certificate provided by Customer, including to an embargoed or otherwise sanctioned country. Customer must notify Bruker before providing any technical data to Bruker that is controlled under any Export Control Law. Bruker will not be liable to Customer for any loss or expense if Customer fails to comply with any Export Control Law. Customer shall indemnify Bruker for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from Customer’s violation or alleged violation of any Export Control Law.

General Terms and Conditions:

This quote is subject to our General Terms and Conditions of Supply and Service which can be obtained at our website (http://www.bruker.com/service/information-communication/terms-and-conditions.html) or directly solicited from us.

With best regards,
Bruker Daltonics Inc.

For Order Placement:
Please forward all Purchase Orders and Correspondence to:
Brett Wright
Bruker Daltonics Inc.
40 Manning Road
Billerica, MA, 01821 USA
Phone: +1 (978) 663 3850 x1426
Brett.Wright@bruker.com
Please include purchase order number, bill to address, total amount ordered and provide a signature of authorization to bill, and our reference “Quote QUO-25046-W7W9P8.0 Renew”

This document is confidential and intended solely for the information and benefit of the immediate recipient and Bruker.
BRUKER DALTONICS INC.

GENERAL TERMS AND CONDITIONS OF SUPPLY AND SERVICE

These Terms and Conditions form an integral part of all our offers and contracts for products and services, including those in current or future agreements. Together with any documents incorporated by reference in our quotation, these terms and conditions are the sole and exclusive statement of any agreement between us and you ("Customer") which may result from this quotation and supersede any prior or contemporaneous agreements, demonstrations, samples, purchase orders or understandings in connection therewith. Customer may acknowledge its acceptance of these terms and conditions by returning an acknowledgement copy to us and, in any event, Customer shall be deemed to have accepted and agreed to these terms and conditions by its receipt of any goods or services from us. Any terms and conditions different from or in addition to those contained herein, including any contained in Customer's purchase order or in any other document furnished by Customer, shall be of no force or effect in connection with the sale of any goods or services hereunder and we hereby object to and reject in their entirety all such terms and conditions, as our agreement to sell any goods and services is expressly made conditional upon the use of these terms and conditions.

1. Contracting
1.1 Our quotations are firm for a period of 60 days from the date of quotation or for such other period specified in the quotation.
1.2 No binding agreement with us exists until we have given our written acceptance of orders received and any required export permits have been granted.
1.3 Information provided in our catalogues, brochures, websites and other publications is non-binding unless it is explicitly designated as binding. Customer must accept any minor deviations in figures, drawings, dimensions and weights, consumption and power ratings, etc.
1.4 We reserve our rights of ownership and exploitation of copyright in respect of our cost estimates and all documents relating to offers, and they may not be disclosed to third parties.
1.5 Customer may request changes in the scope or quantity of the products covered by this quotation in which event an equitable adjustment will be made to any price, time of performance, and other provisions of this quotation as appropriate. Such changes must be requested in writing.
1.6 Substitutions or changes in quantities or specifications by us shall not be made without Customer's prior written approval.
1.7 Changes to an order by Customer after we have accepted the original order shall be subject to our acceptance, in which case the original quoted delivery time may no longer be applicable.

2. Prices
2.1 Unless otherwise mutually agreed, the applicable prices are the quoted prices.
2.2 All quoted prices for delivery within the United States are shipped as stated in our quotation.
2.3 Responsibility for risk of loss or damage to the items passes to Customer upon delivery to the destination. Title to all purchased items passes to Customer only upon payment in full therefor.
2.4 Prices quoted do not include city, state or federal sales or similar taxes. Customer shall report and pay all such taxes.
2.5 We have the right to make partial deliveries.
2.6 If a bank guarantee or bid bond is required by Customer, the prices set forth herein shall be increased by the cost of such guarantee or bond.
2.7 Upon product acceptance, any bank guarantee or bid bond will be returned by Customer, but in any event returned no later than ninety (90) days after delivery.

3. Terms of Payment
The following payment terms shall be applicable unless otherwise mutually agreed:
3.1 Payments shall be rendered within 30 days after receipt of invoice, without deductions of any kind.
3.2 If we have agreed to install the delivered item, the following terms of payment shall apply unless otherwise stated in our Quotation:
   • 50% of the price is payable when the order is accepted by us,
   • 30% of the price is payable on delivery, and
   • 10% of the price is payable on acceptance.

If we have not agreed to install the delivered item, payment shall be made as set forth in Section 3.1.
3.3 The terms of payment pursuant to Sections 3.1 and 3.2 shall also apply to all partial deliveries.
3.4 If payment in installments has been agreed and Customer defaults wholly or partially on an installment, the entire purchase price shall be payable immediately.
3.5 In the case of deliveries outside the United States, Customer must provide, at our request, payment bonds for the purchase price before delivery, in the form of irrevocable and confirmed letters of credit issued by a major bank. Alternatively, payment-in-full, in advance of shipment, may be provided at Customer's discretion.
3.6 Any amounts not paid within the time periods required herein shall bear interest at the rate of 18% per annum until paid in full. In addition, until payment in full is received by us for any product sold to Customer, we shall retain a priority security interest in all such products to secure the payment therefor.

4. Dates and Deadlines
4.1 The deadlines and dates we specify begin on the date of our written acceptance of Customer's order, but not before Customer has provided the documents it is obliged to procure and has satisfied other requirements such as the provision of documents, clearances, construction and installation plans, and payments due.
4.2 We shall not be liable for delivery delays due to circumstances beyond our control, including, but not limited to, fire, flood, war, acts of terrorism, acts of government, labor disputes, accidents or delay of carriers, subcontractors or suppliers.

4.3 We reserve the right to choose the form of dispatch at our own discretion.

4.4 If dispatch is delayed at the request of Customer or due to circumstances for which Customer bears responsibility, we shall charge Customer the costs incurred for storage for each month, commencing one month after notification of readiness to dispatch. The monthly amount shall be at least 0.5% of the purchase price, without prejudice to the assertion of additional rights. If we have set a deadline and the deadline has expired, we shall also have the right to dispose otherwise of the ordered items and to supply Customer within a reasonably extended delivery period.

4.5 In the case of deliveries outside the United States, Customer is obligated to procure all required approvals, in particular import and other approvals.

5. Installation

5.1 Unless otherwise mutually agreed, the following provisions shall apply for all types of installation and assembly work:

5.1.1 Customer shall provide, in a timely manner, at its own expense:

- the required number of assistance teams;
- operating supplies such as water, electricity, and technical gases;
- cryogens for FTMS systems and any required internal rigging;
- heating and/or air conditioning, as appropriate, and general lighting, and
- all earthwork, construction work, plastering work or other ancillary work, including any building materials required.

5.1.2 Before installation work begins, Customer shall provide all required details concerning the location of hidden power cables, gas pipes and water pipes or similar fittings, as well as the necessary details in respect of the lab facility, and provide all plans required for proper installation.

5.1.3 Before assembly or Installation work begins, all parts required for installation must be on the premises, and all preliminary work must be either completely or sufficiently advanced so that assembly or installation can be carried out immediately once our employees have arrived.

5.1.4 If assembly, installation or commissioning is delayed through no fault of our own, Customer shall bear the costs for waiting and for any additional trips that may be necessary on the part of the installation personnel.

5.1.5 We shall not accept any liability for work carried out by our installation personnel or other persons employed in discharging our obligations, if the work is not related to delivery, assembly, installation or commissioning, or if Customer has arranged for such work to be carried out.

5.1.6 Installation includes a system familiarization on-site by the installation engineer. Additional factory training is available as an option.

6. Maintenance Service Agreements

6.1 Unless otherwise mutually agreed, the following provisions shall apply for all types of Maintenance Service Agreements (MSA):

6.1.1 Each item of equipment must be placed in good operating condition at Customer's expense prior to coverage under the MSA.

6.1.2 Subject to the exclusions set forth in Section 6.7, and during the period the MSA is in force, we will provide the following services: (i) corrective maintenance of covered equipment that has ceased to function; (ii) the number of preventive maintenance service calls (consisting of inspection, cleaning, lubrication of the covered equipment and replacement of marginal parts and components) per contract year specified in the MSA, if any; and (iii) such additional services as required by the MSA.

6.1.3 Our original system parts, or replacement parts provided by us only, are covered by the MSA unless otherwise specified.

6.1.4 All services shall be provided during normal working hours (6:00 a.m. to 5:00 p.m.) Monday through Friday, Bruker holidays excluded) at times mutually agreed.

6.1.5 Parts may be repaired or replaced with new or reconditioned parts at our discretion and any replaced parts shall become our property. We reserve the right to determine conclusively what corrective work on the covered equipment shall be performed.

6.1.6 Replacement parts provided by us under MSA will consist of refurbished or new parts, at our sole discretion and are warranted up to ending date of the contract.

6.1.7 This MSA does not cover, and we shall have no obligation to provide services with respect to, (i) equipment, components, software or accessories not supplied or licensed by us; (ii) contamination, however caused; (iii) consumables; (iv) any component that directly contact any sample; (v) elements, including but not limited to photomultiplier tubes, mirrors, lenses, windows, gratings, optical filters, or electron multipliers; (vi) maintenance and parts needed due to applications or method development; (vii) equipment out of production for more than seven (7) years for which parts are no longer available; (viii) equipment not yet eligible for coverage as set forth in Section 6.1; (ix) equipment which has been moved from its original location; (x) equipment which has been abused, altered, misused, operated or maintained improperly, used in an unsuitable physical environment, or used with inadequate facilities or utilities; (xi) software installation or modification of hardware to make it software compatible; (xii) computer processing units; or (xiii) any condition which is defined as a Customer responsibility under Section 6.8 below or which results from Customer's failure to fulfill such a responsibility.

6.1.8 Customer shall: (i) perform routine operation and maintenance procedures as outlined in the instruction manual(s) and the MSA; (ii) maintain any gas line filters; (iii) ensure that the recommended grade of gas is used with the covered equipment; (iv) comply with all laws and regulations applicable to the covered equipment and any workspace accessed by us, including but not limited to those pertaining to worker safety and to the handling, packaging, transport and disposal of hazardous material; (v) provide us with a safe environment in which to work and inform us of any hazardous materials in use and/or hazardous conditions affecting the area which we are working; (v) replace and dispose of any routine pump oil used with the covered equipment; (vi) ensure all air used with air compressors has passed through a filter and oil and water trap.
6.0 All service contracts will become null and void at the discretion of the seller if the instrument is removed from its current location (at start of contract) during the contract period unless the move has been authorized and supervised by a Bruker employee. All moves are not covered under a service contract or standard warranty period and can be quoted separately on an as needed basis.

7. Software

7.1 Title to all software provided as separate modules or embedded in the products shall remain the property of Bruker or Bruker's licensors. We grant to Customer a non-exclusive, limited license to use the software together with the products.

7.2 Customer shall not decompile, disassemble or otherwise reverse engineer the software, and may create derivative works only to the extent permitted by us.

7.3 Customer shall not sublicense, assign, copy, distribute or disclose any portion of the software to a third party without our express written consent. Customer may transfer or sell the software only together with the products.

7.4 This license shall terminate when Customer discontinues use of the software.

8. Warranties

We represent and expressly warrant for a period of one (1) year from the date Customer accepts the goods or services or until the expiration date stated on the products, if any, that (i) all goods ordered to specifications will conform thereto and to the drawings, samples or other descriptions furnished by us, and (ii) all goods and services will be of good quality and workmanship and free from defects at the time of delivery. At our option, we will, at our own expense, replace or correct any goods which are defective promptly upon receipt of notice from Customer. We shall assume all risk of loss or damage to goods which are to be replaced or corrected pursuant to this warranty from the date upon which we take possession of the goods until the replaced or corrected goods are received at the destination designated by Customer.

8.1 The applicable warranty period shall begin upon acceptance of good or services but in no case shall extend beyond 15 months from the date of delivery.

8.2 The warranty coverage is subject to all of the following limitations:

- The warranty applies only to defects in material and workmanship in covered products and is not to be interpreted as providing full service coverage for such items as routine maintenance, adjustments, or recalibration as defined by the instrument manual.

- The following are expressly not covered under warranty:
  - Accident, abuse, alteration, misuse, or neglect;
  - Operation other than in accordance with correct operating procedures;
  - Tampering with the system (e.g. modification or tampering with one part of the instrument can, in some cases, affect another part of the instrument);
  - Lack of routine care and maintenance, such as lubrication and cleaning, as indicated in the operating manual;
  - Inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment or other inadequate facilities or utilities as indicated in the operating manuals or pre-installation instructions; and
  - Failure to maintain the proper liquid helium level in superconducting magnets.

- The sole and exclusive remedy under this warranty shall be repair of instrument malfunctions or, at our option, replacement of defective parts; and

- In-warranty repaired or replacement parts or products are covered by warranty only for the remaining unexpired option portion of the original warranty period applicable to the repaired or replaced parts or products. Repair or replacement of parts or products under warranty does not extend the original warranty period. In the unusual circumstance that a component(s) that is essential to the normal operation of the product(s) must be replaced under warranty and such replacement could take one (1) calendar month or longer, we will extend the warranty coverage of the remaining product(s) and replacement part(s) by a period of time equal to the time the replacement part takes to deliver, such that the coverage of the original and replacement parts shall be a total of 12 months.

8.3 All claims under warranty must be made promptly after the occurrence of the circumstances giving rise thereto and must be received within the applicable warranty period by us. Such claims should include the product type and serial numbers, and full description of the circumstances giving rise to the claim. We reserve the right in our sole discretion to determine whether to make repair under valid warranty claims by (a) sending a field service engineer to the site, (b) having Customer remove the defective part, assembly, or Instrument and send it to a service shop or facility as we authorize, or (c) authorizing Customer to return the same to us. Before any products, parts, or assemblies are sent to a service shop or facility or are returned to us for repair or adjustment, authorization from us for the return and instructions as to how and where the same should be packed and shipped must be obtained. Any product, part, or assembly sent to an authorized service shop or facility or returned to us for examination shall be sent prepaid via the means of transportation indicated as acceptable to us with all transportation at our expense. We reserve the right to reject any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. We and Customer shall agree on such acceptable means of transportation prior to sending the parts(s).

8.4 Reasonable care must be used to avoid hazards. We expressly disclaim responsibility for loss or damage caused by use of our products other than in accordance with proper operating procedures. All of our obligations under this warranty shall cease to the extent that defects arise from products which have not been subject to accident, abuse, alteration, misuse or neglect, or from products which have been operated and maintained in accordance with proper operating procedures. We make no warranty concerning services or components supplied through unapproved sources. What constitutes an approved source shall be determined solely by us.
8.5 Accessories (provided separately from systems) or service furnished by us are warranted to be free of defects in material and workmanship for a period of ninety (90) days from the date of receipt by Customer or the date the service was completed, or if we specifically agree in writing to provide installation, ninety (90) days from the date of installation. All such accessory/service warranties are limited in accordance with all the terms, conditions, and other provisions stated in this warranty.

8.6 The following warranty terms and conditions specifically apply to Bruker HPLC columns and consumables. Bruker warrants its columns and consumable products to meet or exceed their published performance specifications and be free of defects in material and workmanship. Column performance is warranted only to the conditions specified in the accompanying test certificate. Bruker will replace, or provide credit, for any column which fails to perform to specifications. Return authorization should be obtained from BRUKER prior to returning any columns for warranty replacement. The maximum warranty period for HPLC columns is 90 days. However, beyond 30 days columns may not be returned for credit. A written description of the unsatisfactory performance must accompany any returned column or consumable. All columns must be tested upon receipt and any deficiencies found reported to Bruker within 10 days following receipt of the column. Bruker reserves the right to void this warranty if any of the following conditions apply:

- Incompatibility with intended application or instrumentation
- Chemical damage to the stationary phase due to incompatible chemical conditions, temperatures, or pressures
- Damage caused by particulates or precipitation
- Signs of physical damage resulting from misuse, mishap or mechanical impact
- Column end-fittings have been removed or altered

8.7 THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

9. Liability

OUR TOTAL LIABILITY HEREUNDER, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH ALLEGEDLY CAUSED THE DAMAGE. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

10. Data Protection

10.1 We have the right to store data about our customers on computer equipment and to process and use said data for our operational purposes.

10.2 We shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information, and know-how related to the manufacturing of the products purchased by Customer hereunder. All information disclosed to Customer in connection with this quotation is furnished as part of the consideration for Customer’s placement of an order.

10.3 Documentation such as software listings, detailed drawings and other confidential and proprietary documentation normally not distributed may only be provided by us on the condition that the recipient of such documentation signs a confidentiality agreement.

11. Governing Law

The rights and obligations of the parties shall be governed in all respects by the laws of the Commonwealth of Massachusetts, and the parties shall submit themselves to the exclusive jurisdiction of the state and federal courts located within the Commonwealth of Massachusetts.

12. Severability

Should any provisions hereof be void, this shall have no effect on the validity of the remaining provisions in said contract.

13. Acceptance

Unless otherwise specified in the quotation, upon installation of our products, we shall conduct our standard acceptance tests and Customer shall sign our standard acceptance form. In the event the Customer has not accepted the System within ninety (90) days after receipt of the System by Customer through no fault on the part of Bruker, the System shall be deemed to be accepted by Customer as of the expiration of such ninety (90) day period.

14. Non-Assignment

Customer shall not assign, pursuant to a change of control of Customer or otherwise, any of its rights or obligations hereunder.

15. Amendment

The provisions hereof may only be amended or revoked by a written instrument executed by both us and Customer.
Attachment
Texas A&M Veterinary Medical Diagnostic Laboratory
Contract Addendum to Vendor's Contract Form

VENDOR NAME: Bruker Daltonics Inc. (the "Vendor")

DATE: January 14, 2016

BID NUMBER: AM20-16-R047378

VENDOR QUOTE NUMBER: QUO-25046-W7W9P8.0

Texas A&M Veterinary Medical Diagnostic Laboratory ("TVMDL") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract form provided by the vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof.

Certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by TVMDL because of its status as an agency of the State of Texas and other terms require amendment or supplementation. In consideration for the convenience of using the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that the Vendor's Contract Form is amended in accordance with this Addendum. As used herein, the term "Agreement" means theVendor's Contract Form, this Addendum, and the purchase order (if any), together with any other addenda or exhibits constituting part of the written contract between the parties. To the extent the language in the Vendor's Contract Form is in conflict with any language in this Addendum or the purchase order (if any), the language in this Addendum and the purchase order (if any) shall control.

1. Inapplicable Provisions. Without limiting any other inapplicable provisions, none of the provisions listed below as they may appear in the Vendor's Contract Form shall have any effect or be enforceable against TVMDL:

   a. Releasing the Vendor or any entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.

   b. Requiring any total or partial compensation or payment for lost profit, consequential, punitive or liquidated damages by TVMDL.

   c. Requiring TVMDL to indemnify or hold the Vendor harmless for any act or omission.

   d. Requiring that TVMDL pay taxes.

   e. Obligating TVMDL to pay costs of collection or attorneys' fees.
f. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.

g. Binding TVMDL to any arbitration or to the decision of any arbitration board, commission, panel or other entity.

h. Granting the Vendor a security interest in any property of TVMDL or subjecting any property of TVMDL to a statutory, contractual, or constitutional lien.

i. Requiring payments or assessing interest other than in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

j. Requiring TVMDL to maintain any type of insurance either for TVMDL's benefit or for the Vendor's benefit.

k. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.

l. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Texas. The Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

m. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer of the Vendor subsequent to execution by an official of TVMDL before the Agreement is considered in effect.

n. Prohibiting TVMDL from recovering its lawful damages incurred as a result of a breach of the Agreement.

o. Limiting the liability of the Vendor for property damage or personal injury.

p. Permitting unilateral modification of the Agreement by the Vendor.

q. Delaying the acceptance of the Agreement or its effective date beyond the date of execution by TVMDL.

2. Required Certifications.

a. **Delinquent Child Support Obligations.** Pursuant to Section 231.006, Texas Family Code, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, award, or payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

b. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, the Vendor agrees that any payments owing to the Vendor under this Agreement may be applied directly toward any debt or delinquency that the Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

c. **Franchise Tax Certification.** If the Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then the Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that the Vendor is exempt from the payment of franchise (margin) taxes, or that
the Vendor is an out-of-state taxable entity that is not subject to franchise (margin) taxes, whichever is applicable.

d. **Prohibited Bids and Agreements.** Pursuant to Section 2155.004 and 2155.006, *Texas Government Code*, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

e. **Access by Individuals with Disabilities.** The Vendor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to TVMDL, if any, (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent the Vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then the Vendor represents and warrants that it will, at no cost to TVMDL, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that the Vendor fails or is unable to do so, then TVMDL may terminate the Agreement and the Vendor will refund to TVMDL all amounts TVMDL has paid under the Agreement within thirty (30) days after the termination date.

f. **Representations and Warranties by the Vendor.** The Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of the Vendor has been duly authorized to act for and bind the Vendor.

g. **Products and Materials Produced in Texas.** If the Vendor will provide services under the Agreement, the Vendor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, the Vendor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

3. **Loss of Funding.** Performance by TVMDL under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The Texas A&M University System (the “BOR”). If the Legislature fails to appropriate or allot the necessary funds, or the BOR fails to allocate the necessary funds, TVMDL will issue written notice to the Vendor and TVMDL may terminate this Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation and allocation of funds is beyond the control of TVMDL.
4. **State Auditor’s Office.** The Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. The Vendor agrees to cooperate with the Auditor during the audit or investigation, including without limitation, providing all records requested. The Vendor will include this provision in all contracts with permitted subcontractors.

5. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TVMDL and the Vendor to attempt to resolve any claim for breach of contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Purchasing Office of TVMDL, who shall examine the Vendor’s claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.

6. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

7. **Venue.** Notwithstanding any other provision of this Agreement, pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TVMDL shall be in the county in which the primary office of the chief executive officer of TVMDL is located.

8. **Confidentiality.** As an agency of the State of Texas, TVMDL is subject to the Texas Public Information Act, Chapter 552, *Texas Government Code*. To the extent the Vendor’s Contract Form places any limits or restrictions on the disclosure of information that is or may be deemed by the Vendor to be confidential, TVMDL’s compliance with the terms of the Public Information Act shall not constitute a default under the Agreement.

9. **Limitations.** The Vendor is aware that there are constitutional and statutory limitations on the authority of TVMDL (a state agency) to enter into certain terms and conditions that may be part of the Agreement, including, but not limited to, those terms and conditions relating to liens on TVMDL’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TVMDL except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Agreement nor any conduct, action or inaction of any representative of TVMDL relating to the Agreement constitutes or is intended to constitute a waiver of TVMDL’s or the state’s sovereign immunity to suit.

10. **Entire Agreement; Modifications.** The Agreement supersedes all prior agreements, written or oral, between TVMDL and the Vendor and constitutes the entire Agreement
and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TVMDL and the Vendor.

11. **Independent Contractor.** In Vendor’s performance under the Agreement, the Vendor acts and will act as an independent contractor, and not as an agent or employee of TVMDL.

12. **Notices.** Any notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TVMDL and the Vendor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to TVMDL:

________________________________________
________________________________________
________________________________________
Attention: ____________________________

*with copy to:*

________________________________________
________________________________________
________________________________________
Attention: ____________________________

If to the Vendor:

________________________________________
________________________________________
________________________________________
Attention: ____________________________

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**For the Vendor:**

By: [Signature]

Name: Brett R. Wright

Title: AFTER MARKET SALES

Date: 3 - FEB - 2016

**Texas A&M Veterinary Medical Diagnostic Laboratory:**

By: [Signature]

Name: Dee Ann Schneider

Title: Director of Purchasing

Date: 2/16/16
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

1. VENDOR REQUIREMENTS
   1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
   1.3 Purchases should be “F.O.B. destination, freight prepaid and allowed”. However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
   1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
   1.5 Purchases made for the Agency’s use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
   1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the Agency.
   1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

2. SPECIFICATIONS
   2.1 Any catalogue, brand name, or manufacturer’s reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
   2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
   2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
   2.4 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
   2.5 Manufacturer’s standard warranty shall apply unless otherwise stated.

3. DELIVERY
   3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency’s designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
   3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. If the supplier fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
   3.3 No substitutions or cancellation permitted without written approval of the Texas A&M AgriLife Purchasing Department.
   3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

4. INSPECTION AND TESTS
   All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency’s option, be returned to the supplier or held for disposition at supplier’s risk and expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT
   A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.
6. PAYMENT
Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

7. PATENTS OR COPYRIGHTS
The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

8. SUPPLIER ASSIGNMENTS
Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 15.01. et seq. (1967).

9. VENDOR AFFIRMATION
By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

9.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

9.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01. et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.

9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.

9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.

9.8 Vendor certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency. Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVM DL, or any other state agency, was involved with or had any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVM DL, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

Name of Former Executive: __________________________
Name of State Agency: __________________________
Date of Separation from State Agency: ________________
Position with Vendor: __________________________
Date of Employment with Vendor: ____________________

9.9 Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

9.11 Vendor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this
Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

10. NOTE TO VENDORS
Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

11. PUBLIC INFORMATION ACT
Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Pursuant to Texas Government Code, Sections 552.221 and 552.223, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email da-schneider@tamu.edu or call 979-847-5801.

12. TEXAS FAMILY CODE SECTION 231.006
Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.
12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
   (1) receive payments from state funds under a contract to provide property, materials, or services; or
   (2) receive a state-funded grant or loan.
12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
   (1) all arrearages have been paid; or
   (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
12.3 Pursuant to Section 231.006(c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
12.4 Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
12.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION
The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Agency, and the vendor to attempt to resolve any claim for breach of contract made by vendor:
13.1 Vendor’s claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, vendor shall submit written notice, as required by Subchapter B, to:

  Dr. David Lunt, Texas A&M AgriLife Research
  Mr. Kyle Smith, Texas A&M AgriLife Extension Service
  Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties’ contract. Compliance by vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.
13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is vendor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
   (1) The submission, processing, and resolution of vendor’s claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
   (2) Neither the occurrence of an event, nor the pendency of a claim, constitutes grounds for the suspension of the performance by vendor, in whole or in part.
(3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

14.1 Effective September 1, 2006, the Agency shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

14.2 Vendor shall provide the Agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.